Company Name:

Wackenhut Corrections Corporation, GEO Group

Contract Number:

ACB-3-C-0008, ACL-4-C-0001, ODT-6-C-0002, ACL-2-C-0004, ACD-03-C-0008 (ACB3C0008, ACL4C0001, ODT6C0002, ACL2C0004, ACD03C0008)

Order Number:

ACL-5-D-0002, HSCEOP-06-J-00180, HSCEOP-06-J-00405, HSCEOP-07-J-00215, HSCEOP-05-F-00304, HSCEOP-06-F-00774, HSCEOP-07-F-00255, HSCEOP-06-J-00198, HSCEOP-07-J-00452, FDN5D0038, HSCEOP-05-J-00009, HSCEOP-07-J-00271

(ACL5D0002, HSCEOP06J00180, HSCEOP06J00405, HSCEOP07J00215, HSCEOP05F00304, HSCEOP06F00774, HSCEOP07F00255, HSCEOP06J00198, HSCEOP07J00452, FDN5D0038, HSCEOP05J00009, HSCEOP07J00271)

Solicitation Number:

ACB-3-R-0041 (ACB3R0041)

Requisition/Reference Number:

DRO-3M-RQ0216, DRO-04-RQ0314, DRO-06-RQ0333, DRO-05-003A, FOW060019A, DDP-07-235, FDNDRO070027.1 # .2

(DRO3MRQ0216, DRO04RQ0314, DRO06RQ0333, DRO05003A, FOW060019A, DDP07235, FDNDRO070027.1 &.2)

Period of Performance:

10/1/2004 through 4/23/2008

Services Provided:

Providing all labor, supplies, and equipment, to manage and operate the Migrant Operations Center (MOC) located on the U.S. navy Base, Guantanamo, Cuba; Providing detention services, Western Region Detention Facility, San Diego, California (CA).

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall provide non-personal services according to the contract's requirements, including all labor, supplies and equipment, to manage and operate the Migrant Operations Center (MOC) located on the U.S. Navy Base, Guantanamo, Cuba.

The Contractor shall staff to operate the MOC with a combined population of 100 migrants. This population may consist of single adult males and females, unaccompanied male and female juveniles, and family groups. In the event the population surges above 100 migrants, additional Contractor staff may be required. Upon contractor request for additional surge staff and pursuant to negotiation of that request, the Contracting Officer may order additional surge staff in accordance with CLIN 0003.

Performance shall commence upon Contractor's receipt of a Notice to Proceed, but no later than October 1, 2003, and shall continue for 6 months thereafter in accordance with Section F of the contract. There are also two 3-month options that may be exercised at the Government's discretion for continued management and operation of the MOC.

Fixed pricing shall include all management, supervision, facility operation, quality, scheduling, safety, housing, transportation, and reporting requirements.

 CLIN DESCRIPTION
 QUANTITY
 UNIT
 TOTAL

 PRICE
 PRICE

BASE PERIOD: DURATION OF THE BASE PERIOD IS SIX MONTHS, COMMENCING UPON CONTRACTOR'S RECEIPT OF NOTICE TO PROCEED

0001 Manage/Operate MOC

DATA IAW Section J

1 LOT

NSP

NSP

OPTION PERIOD ONE: DURATION OF OPTION PERIOD ONE IS THREE MONTHS, COMMENCING AT EXPIRATION OF BASE PERIOD

1001 Manage/Operate MOC
Per Month
(b)(4)

1002 DATA IAW Section J 1 LOT NSP NSP

CLIN DESCRIPTION

QUANTITY

UNIT PRICE

TOTAL PRICE

OPTION PERIOD TWO: DURATION OF OPTION PERIOD TWO IS THREE MONTHS, COMMENCING AT EXPIRATION OF OPTION PERIOD ONE.

2001 Manage/Operate MOC

Per Month

(b)(4)

2002 DATA IAW Section J

1 LOT

NSP

NSP

SURGE CAPABILITY: ADDITIONAL CUSTODY OFFICER DAYS MAY BE ORDERED AT ANY TIME DURING CONTRACT PERFORMANCE INCLUDING PERFORMANCE DURING ANY OPTION PERIOD.

0003 Surge Capability

Not More than Custody Officer Days

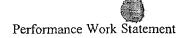
See "Time and Materials" Section H NTE

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Description Continued: Surge Capability IAW PWS paragraph 1. This is a Time and Materials CLIN. Additional Custody Officer Days may be ordered via a bi-lateral modification to the contract using the pricing below and the procedures in Section H-16, "Time and Materials"

Custody Officer Day Rate: Supervisory Custody Officer Day Rate: per day per day

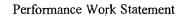
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Migrant Operations Center

United States Navy Base Guantanamo Bay, Cuba



BACKGROUND

The Bureau of Immigration and Customs Enforcement (BICE), a component of the Department of Homeland Security (DHS), requires services to manage and operate the Migrant Operations Center (MOC) located on the United States Naval Base (USNB), Guantanamo Bay, Cuba (GTMO).

The MOC is a facility at which undocumented aliens seeking to enter the United States who are interdicted at sea or otherwise encountered in the Caribbean region are provided custody, care, safety, transportation and other needs pending a determination of their immigrant status and transfer.

Executive Order (E.O.) 13276, Delegation of Responsibilities Concerning Undocumented Aliens Interdicted or Intercepted in the Caribbean Region (dated November 15, 2002) (subsequently amended by E.O. 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security (dated February 28, 2003)), identifies responsibilities of the Department of Homeland Security (DHS), Department of State (DOS), and the Department of Defense (DOD) in responding to the migration of undocumented aliens in the Caribbean region.



1. GENERAL REQUIREMENTS

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of the government-owned/contractor-operated MOC located at USNB, GTMO.

Unless explicitly stated otherwise, the contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract requirement. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The MOC shall have permanent structures with a base operational capacity of approximately 100 migrants. Open space within the secure perimeter of the MOC shall be designed to provide recreational opportunities during normal operations and to accommodate government-owned temporary structures for up to approximately 300 additional migrants in the event of a sudden surge in the migrant population.

The contractor shall provide sufficient resources to perform contract requirements at the base operating capacity. The contractor may request additional staff to support a migrant population above the base operating capacity. Such a request will be assessed cooperatively by the contractor and the Contracting Officer (CO). As determined necessary to support MOC operations, the CO may order additional staff from the contractor in accordance with the contract pricing schedule.

The MOC will be divided into two distinct compounds: a Migrant Processing Unit and a Migrant Resettlement Unit. Migrants will be housed in the Migrant Processing Unit after they arrive on GTMO until a status determination is made by an authorized official from the Bureau of Customs and Immigration Services (BCIS). After a determination of status is made, migrants will generally either be repatriated or transferred to the Migrant Resettlement Unit to await resettlement. The contractor will assume primary responsibility for migrant care from the time BICE transfers custody until the migrant is repatriated or resettled. Sight and sound separation of these distinct populations will be maintained at all times.

The MOC residents shall be comprised of a dynamic population to include single adult males and females, unaccompanied minors of both genders, and families of various ages. The population will be comprised of various nationalities and security levels. The population shall be classified by BCIS staff into three broad categories:

 Protect – A Protect designation is afforded to those migrants who have a finding of credibility for protection made by an authorized BCIS Asylum



Pre-Screening Officer (APSO). Migrants in Protect status are normally housed within the minimum security setting of the Migrant Resettlement Unit and often are assigned jobs and permitted programming opportunities beyond the confines of the MOC. DOS is responsible for the case management of this population. Historically, the duration of stay for migrants in Protect status ranges from 6 months to 4 years, with an average of approximately 2 ½ years. During the past 12 months, the protect population has averaged approximately 10 migrants per day.

- 2) Undetermined A migrant who has not been screened or received a determination regarding their individual protection application shall be designated as Undetermined and shall be maintained in the secure setting of the Migrant Processing Unit. BCIS is responsible for the case management of this population. Historically, the duration of stay for migrants in Undetermined status ranges from approximately 1 week to 6 months with an average stay of approximately 2 weeks. During the past 12 months, the undetermined population has averaged approximately 4 migrants per day.
- 3) Non-Protect All migrants found ineligible to receive protection status by the APSO shall receive a designation of Non-Protect and shall be maintained in BICE designated secure housing until removed. Migrants receiving a Non-Protect designation are normally removed within 24 hours. BCIS is responsible for the case management of this population.

Migrants reside at GTMO voluntarily and may request repatriation through the APSO at any time. At any point prior to actual repatriation, a migrant may withdraw a voluntary repatriation request. While at GTMO, migrants shall be designated to the MOC and shall abide by MOC rules. Although migrants are residing at the GTMO voluntarily, it is essential the contractor perform in accordance with the terms of the contract in order to maintain the security and safety of the migrant population, the USNB, government personnel, government property, and contractor staff.

Prior to issuance of the NTP, BICE will perform numerous assessments to ensure the contractor is fully prepared to accept responsibility for performing all requirements of the contract. The contractor shall facilitate the assessment process by accommodating all requests for information or assistance.

1.1 Development of Plans and Procedures

Unless otherwise specified, all plans, policies, and procedures appropriate for the performance of the contract shall be developed by the contractor and submitted in writing to the Contracting Officer's Technical Representative (COTR) (duplicate copy to CO) for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the COTR.



Migrant Operations Center

Institution plans, policies, procedures, and staff shall appropriately address the social and cultural characteristics of the migrant population anticipated for this requirement.

Prior to October 1, 2003, the contractor shall notify the Contracting Officer (CO) through the COTR that it is ready to begin performance of the contract.

Subsequent to receiving the contractor's request to begin performance, if BICE determines the contractor is ready to perform, the NTP will be issued. The contractor shall be prepared to begin performance immediately upon issuance of the NTP.

The contractor does not have a right of refusal and shall accept all migrant referrals from BICE.

Unless prior written approval by the COTR is granted, the contractor shall house only migrants designated to the facility by BICE.

1.2 Compliance with Applicable USNB Rules and Regulation

Contractor performance shall comply with the PWS and all applicable USNB rules and regulations. USNB retains overall authority in regard to the MOC and base operations. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the COTR shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to the PWS and/or USNB rules and regulations.

1.3 Communication and Coordination with BICE and USNB

Designated BICE and USNB officials shall be kept abreast of MOC operational conditions and events. Regular reporting procedures shall be coordinated with the COTR.

BICE reserves the right to have various staff on site to monitor contract performance. The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

This PWS contains numerous references that direct the contractor to notify, contact or provide the CO or COTR with information or data. Post-award the CO may formally designate other Government representatives to assume those responsibilities.

1.4 Develop and Administer Quality Control Program

The contractor is responsible for development and administration of a comprehensive Quality Control Program (QCP) that ensures all requirements of this PWS are achieved. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a QCP to the CO for



Migrant Operations Center

acceptance not later than 30 days after contract award. The CO will notify the contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date.

The plan must include:

- A description of the inspection system to cover all services listed in this PWS.
 The description must include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
- 2) A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- 3) A description of the records to be kept to document inspections and corrective or preventive actions taken.
- 4) The records of inspections must be kept and made available to the COTR, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this PWS, the contractor shall, upon completion or termination of the resulting contract, or upon request, transmit to the Government any records related to performance of the contract.

1.5 Government Quality Assurance

The Government's quality assurance (QA) is comprised of the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's QA program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the tasks. When the Contractor is advised of any possible unsatisfactory condition(s) via a Contract Discrepancy Report (CDR), the Contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The COTR may check the Contractor's performance and document any non-compliance, but only the CO may take formal action to remedy the unsatisfactory performance. There may be several COTRs designated for this contract. The COTRs will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

1.6 Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any



Migrant Operations Center

reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

1.7 Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. Subsequent to COTR notification, the Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

1.8 Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems. A mutual effort will be made to resolve all problems identified.

1.9 Coordination and Support of Programs and Services

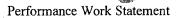
Multiple government agencies will be impacted by, and provide support to, this contract. Contract administration is the responsibility of the Administrative Contracting Officer. Contract oversight shall be the direct responsibility of the COTR. MOC support services (e.g., medical care, food service, laundry, facility maintenance and repair, etc.) will be provided by USNB. Case management of the migrant population shall be provided by the DOS, BCIS, or other designated government organizations as appropriate.

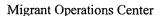
The contractor shall be responsible for closely coordinating performance with BICE, USNB, DOS, and BCIS to facilitate performance of this contract. The MOC and migrant population shall require the support of multiple programs and services delivered by various organizations. The contractor shall provide the necessary assistance and coordination to facilitate delivery of these programs and services.

The contractor shall ensure a positive relationship is maintained with all government entities associated with this contract.

1.10 Coordinating Requests for Information

The contractor's procedures shall ensure a tracking system is established to record all non-BICE inquiries pertaining to the MOC. No information pertaining to the MOC shall be released without the prior written permission of the COTR.





The COTR shall be notified immediately when a request is received for migrants or employee interviews or visits to the facility.

2. HUMAN RESOURCES

2.1 Employee Standards of Conduct

It is essential all contractor personnel (employed, subcontracted, or unpaid) meet the highest standards of professionalism and personal integrity.

The Contractor shall be responsible to the Government for acts and omissions of its employees and for any Subcontractor(s) and their employees.

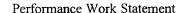
The contractor shall develop written standards of conduct, along which specific disciplinary actions, which are consistent with the Federal Employee Responsibilities and Conduct standards as enunciated in 5 CFR 2635 and 3801. These standards shall be maintained as a part of the contractor's Personnel Policy Manual. Employees, subcontractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The contractor shall follow procedures outlined below:

2.2 Security Requirements

2.2.1 Suitability Determination

The DHS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the work-site during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The DHS may as it deems appropriate, authorize and grant temporary access to employees of the contractor, subcontractor, vendor, and/or volunteer who for any reason may visit the work-site during the period of this contract and for all employees who have access to the detention facility in the performance of the contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a favorable EOD decision or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by DHS, any time during the term of the contract. No employee of the contractor, subcontractor, vendor or volunteer shall be allowed access to the facility without a favorable EOD decision by the DHS Contract Security Office.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by DHS. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity



designation shall be at level 5 Moderate Risk. Positions that have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 5 Moderate Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low risk shall require a National Agency Check and Inquiries investigation (NACI). All background investigations shall be processed through the DHS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the DHS Contract Security Office VIA the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 45 days prior to entry on duty:

- Standard Form (SF) 85P, "Questionnaire for Public Trust Positions"
- 2. SF 85 P-S, "Supplemental Questionnaire for Selected Positions" note: this form is used for guards or detention officers only.
- 3. Form FD-258, "Fingerprint Card"
- 4. Foreign National Relatives or Associates Statement
- 5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act"

Necessary forms shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by DHS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

The contractor shall appoint a senior official to act as the Security Officer. This individual shall interface with the Contracting Officer through the Contracting Officer's Technical Representative (COTR) on all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

Prior to the granting of a favorable EOD decision, the contractor must submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant will commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicants drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.



Migrant Operations Center

Drug screening for cause may be required by DHS at any time. The contractor shall have a random drug-screening program, the results of each screening shall be provided to DHS immediately.

Drug screening shall be ordered and accomplished at contractor's expense. DHS shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

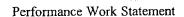
For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR. The contractor is required to submit the names and social security numbers of transferring employees to the DHS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

DHS reserves the right and prerogative to require the contractor to remove any contract employee from the DHS contract, terminate the services and restrict access to the facility of any contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers within five days of occurrence.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

The COTR and the security office shall have the right to inspect the procedures, methods, and facilities utilized by the contractor in complying with the security requirements under this contract. Should the COTR determine that the contractor is not complying with the security requirements of this contract, the contractor shall be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor will be responsible to the Government for acts and omission of his own employees and for any Subcontractor(s) and their employees.



In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, DHS will consider only U.S. Citizens and Lawful Permanent Residents (LPR) for employment on this contract. DHS will not approve LPRs for employment on this contract in any position requiring the LPR to access or assist in the development, operation, management or maintenance of Department of Justice (DOJ) IT systems, unless a waiver has been granted by the DOJ Chief Information Officer.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor, or any subcontractor(s), to work on, under or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

Be advised that unless an applicant/employee has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

2.2.2 Security Management

The Contractor shall notify the CO of all employee resignations, terminations, or transfers within five days of occurrence.

2.3 Employee Strikes and Collective Bargaining

In the absence of a collective bargaining agreement, the contractor shall enter into a written employment agreement with each employee assigned to work under this contract. This agreement shall provide that, in recognition of the public safety requirements for uninterrupted services under this contract and in return for adequate consideration, including an employee grievance procedure, the employee agrees not to strike or otherwise interrupt normal operations at the facility without giving 10 days advance written notice.

The contractor shall ensure that a contingency plan covering work actions or strikes is included as a part of its Personnel Policy Manual.

In the event the contractor negotiates collective bargaining agreements applicable to the work force under the contract, the contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree



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upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for custody services.

2.4 Essential Personnel

All personnel files pertinent to performance of this contract shall be available to the COTR upon request. Personnel files, including background checks, shall be maintained for the duration of the contract. The contractor shall maintain verification of training and experience which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under the contract. Personnel requirements of the contractor shall convey to all on-site subcontractor personnel.

The contractor is responsible for ensuring that all staff have expedient access to all required permits, licenses, identification, and a valid U.S. Passport while available for performing work under this contract.

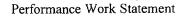
The following are essential personnel with respective minimum qualification requirements critical for performance of the contract. The contractor may use other titles.

Program Manager: Minimum Qualifications - Knowledge and experience within the last five years in the development, management, and execution of requirements similar in nature, size, and scope to those described within this PWS. This individual serves as the contractor's primary point of contact and exercise overall management control over performance. Minimum Positions: 1.

Supervisory Custody Officer: Minimum Qualifications - A minimum of 3 years of full time experience in a corrections/detention field or as a law enforcement officer employed by a public entity. A minimum of 1-year experience as a supervisor/manager in any field. This individual shall supervise the operation and security of the MOC, migrant population, and custody officer's in accordance with the performance requirements of the contract. Minimum Positions: 1 on-duty at all times.

Custody Officer: Minimum Qualifications – A minimum of 1 year of full time experience in a public or private security or law enforcement related field. This individual shall provide for the care and custody of the migrant population in accordance with the performance requirements of the contract. Minimum Positions: Based on the contract staffing plan.

Programs Officer – Minimum Qualifications – A minimum of 1-year experience developing, organizing and supervising recreational, educational, cultural, and religious programs in an institutional setting. This individual shall develop, organize, and supervise the delivery of programs and services for the migrant population in



coordination with the contract's participating governmental entities. Minimum Positions: 1.

Within 15 days of contract award, the contractor shall submit a written request to the COTR for conditional employment approval of the program manager.

2.5 Staffing Levels

The number and type of staff described in the contractor's staffing plan accepted in the resulting contract shall be maintained as the minimally acceptable staff complement throughout the term of the contract. Any and all requests to reduce staffing levels or staff utilization shall be submitted in writing to the CO through the COTR for approval prior to implementation.

The contractor shall maintain staff assignment rosters, which reflect both scheduled and actual assignments, by shift and for each post. The contractor shall maintain the rosters for the duration of the contract.

A minimum of one staff member per shift shall be bilingual in Spanish and English.

At a minimum, the contractor shall ensure sufficient female staff is available to provide custody supervision of any female/family population/unaccompanied minor designated to the MOC.

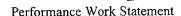
2.6 Staff Uniforms and Identification

All contractor custody staff shall wear contractor-supplied uniforms while on duty. The uniforms worn by contractor employees will be readily distinguishable in color and style from official uniforms worn by BICE or USNB staff. No employee may enter on duty until they have been issued and are wearing a complete uniform.

All contractor employees will wear contractor issued identification credentials in a manner prescribed by contractor policy while on MOC property. At a minimum, identification credentials shall contain the following: head and shoulder picture; printed personal description (e.g., name; sex; height; weight; hair and eye color); date of issuance; printed full name; employee signature; contractor seal or identifying logo.

2.7 Recruiting

The contractor shall administer an active recruitment program and maintain a register of eligible candidates to facilitate filling staffing vacancies. The recruitment program shall place special emphasis on identifying potential GTMO residents as candidates for employment.



2.8 Staff Housing

Contractor staff shall be required to reside in government-owned base housing on a reimbursable basis. Base housing shall be leased via a direct relationship between GTMO and contractor staff. BICE shall not be a party to this arrangement. Base housing is extremely limited. Therefore, housing shall be provided for contractor employees only.

Scheduled water taxi service offering transportation to and from the USNB windward side will be provided on a no-cost basis by USNB. Unscheduled service to satisfy special movement requirements may be furnished on a reimbursable basis, following coordination with USNB officials.

3.0 TRAINING AND STAFF DEVELOPMENT

3.1 BICE Sponsored Training

To assist the contractor in becoming familiar with the requirement, BICE will provide approximately 24 hours of mandatory program familiarization to the Program Manager and Supervisory Custody Officers prior to issuance of the NTP. Training will be located at GTMO. The Government will provide the specialized training on a one-time basis. To receive the training, the contractor must: submit a written request to the CO through the COTR within 30 days after contract award and, unless otherwise advised by the Government, pay all costs associated with contractor staff attendance.

The contractor may request, at its expense and subject to the approval of the COTR, additional BICE training to supplement the initial training outlined above or other training applicable to MOC contract performance.

3.2 Contractor Sponsored Training

The contractor shall require all staff to participate in a minimum of 24 hours of contractor provided orientation training before undertaking their assignments and 24 hours of contractor provided in-service training on an annual basis. Training shall include subjects related to performance of this requirement. Requests to waive in-service training requirements based on prior experience and training shall be submitted to the COTR in writing and considered on a case-by-case basis.

The contractor shall develop and implement a comprehensive staff training program addressing the contractor's sexual abuse/assault prevention and intervention program. Written policy, procedure and practice shall provide that all staff receive such training prior to EOD and on an annual basis.

The contractor shall provide disturbance control training to all Custody Officers.



Pre-service and in-service training shall be augmented with specialized training as appropriate.

4. MIGRANT FILES AND RECORDS

4.1 Confidentiality of Information

Policy and procedures shall be developed to ensure the confidentiality and security of all information pertaining to the migrant population.

4.2 Migrant File/Record Content

The contractor shall establish a paper file on each imgrant designated to the MOC. At a minimum, the file shall contain:

- a) Name and alien registration number;
- b) initial screening and intake forms;
- c) program rules and disciplinary policies;
- d) copies of disciplinary actions;
- e) receipt and inventory of cash and personal property;
- f) release forms, and
- g) any other relevant information.

The contractor shall maintain files for the duration of the contract and then provide all migrant files to the COTR.

5. INFORMATION SYSTEMS

5.1 Computer Requirements

The contractor shall provide the necessary computer hardware and software to support performance of contract requirements. The contractor shall be expected to use computer applications to document the following procedures: admissions and releases; migrant security counts; medical treatment; migrant classifications, assignments and programming; rules violations and discipline determinations.

The contractor shall ensure fundamental information technology resources (computer hardware, network and operating system software and telecommunications facilities) used in performance of this contract function properly and are maintained in good operating condition.

At the discretion of the COTR, an independent evaluator, compensated by the government, may interview and/or administer surveys to staff and migrants.

6. PHYSICAL PLANT

The referenced MOC is currently under construction. In the event the MOC is not completed upon contract award, or for other reasons must be relocated during contract



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performance, the contractor shall be assigned an alternate performance location on GTMO and requirements shall be adjusted as necessary.

The MOC shall be comprised of dormitory style housing units, a celled housing unit, common program spaces, control center, government occupied space, and a controlled perimeter.

The contractor is prohibited from constructing or modifying facilities at the contract location without the written approval of the COTR.

6.1 Safety Program

The contractor shall maintain a comprehensive MOC safety program in compliance with applicable USNB policy and procedures. The Contractor shall keep all floors, hallways, and exits free of barriers, impediments, and hazardous substances.

The contractor shall inspect the physical plant on a daily basis. The contractor shall report any physical damage or maintenance concerns to the COTR in writing within 24 hours of identification.

6.2 Housekeeping and Sanitation

The Contractor shall implement a daily housekeeping schedule for the MOC. The Contractor shall be responsible for daily cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to the applicable health and sanitary requirements.

The cleanliness and orderliness of the facility, including the visible components and surfaces thereof, affect security, safety, and morale of staff and migrants and shall be considered a significant indicator of overall performance quality.

7. SECURITY AND CONTROL

Positive control of the MOC population is key to successful MOC security and operations. The migrants' frame of mind from recent experiences may result in challenges to security and control. Some may have little initiative, be uncooperative due to the uncertainty of their future, or be angered because of the situation in which they find themselves. The contractor must constantly monitor and assess the atmosphere of the MOC. Daily involvement with the migrant population will provide excellent indications of potential difficulties.

7.1 Use of Force

The use of physical force by MOC personnel is restricted to instances of justifiable self-protection, protection of others, protection of property, and integrity of the perimeter. Physical force shall only be used to the degree necessary to safeguard the well being of



the migrant(s) and others in the immediate area. In no case shall force be used as punishment or discipline.

7.1.1 Reporting Use of Force

A verbal report on each use of force incident shall be provided to the COTR by the project manager immediately. Individual written reports shall be prepared by all staff associated with the use of force incident and submitted through the project manager to the COTR within 8 hours of the incident.

The physical force report shall include:

- (1) An accounting of the events leading up to the use of force;
- (2) An accurate and precise description of the incident and reasons for employing force;
- (3) A description of the injuries suffered, if any, and the treatment given and/or received; and;
- (4) A list of all participants and witnesses to the incident. All planned use of force incidents shall be recorded with a video camera and the videotape shall be made available as part of any subsequent report.

7.2 Use of Restraints

Restraints shall not be used except to prevent migrant self-injury, injury to others, or property damage and shall always be used in accordance with contractor policies and procedures. A verbal report on the use of restraints shall be provided to the COTR by the project manager within 30 minutes of their application. An individual written report shall be prepared by the project manager submitted to the COTR within 8 hours of the application of restraints.

7.3 Security/Enforcement Equipment

Within 7 days of contract award, the contractor shall submit to the COTR a proposed inventory of security/enforcement equipment intended for use during performance of this contract. Upon receiving concurrence of the COTR, the security/enforcement equipment inventory shall not be modified without prior written approval of the CO. Security/enforcement equipment shall be stored in a secure location and shall be inventoried daily.

Firearms shall not be permitted as part of the security equipment utilized by the contractor for this requirement.

The frequency of all contractor communications equipment must be submitted for the



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review and concurrence of by the COTR and shall comply with all permit/approval requirements.

7.4 Contraband Control

The contractor shall implement appropriate contraband control procedures. Restricted items such as weapons, illicit drugs, and alcohol shall not be allowed. Prescription drugs should not be taken from migrants without first consulting with medical personnel.

7.5 Detainee Searches

The contractor shall perform pat down inspections only if there is reasonable suspicion that the migrant is carrying contraband or other prohibited material.

The contractor shall not conduct strip searches. If the situation warrants such action, the contractor shall immediately notify the COTR.

7.6 24-Hour Supervision

The Contractor shall provide 24-hour supervision of the MOC.

7.7 Migrant Accountability

The migrant count system shall provide for at least one official visual count each 8-hour period. Random census counts of all migrant activity areas shall be conducted on a daily basis. All counts shall be documented in a log maintained in the MOC control center.

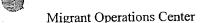
7.8 Maintenance and Security of Keys and Locks

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of reporting all damaged keys and/or locks; method of reporting any keys or mechanisms that may be compromised; policy for restricting security keys from 24-hour issue or removal from the MOC; and method of issuing emergency keys. Emergency keys shall be available for ALL areas of the institution to which emergency access or egress may be necessary.

7.9 Security Perimeter

The contractor shall ensure the facility perimeter is physically inspected on a daily basis. Visual inspections shall be conducted each shift of all fences and exits of the secure perimeter. These inspections shall be documented and the COTR shall be notified immediately, followed by a written report, upon identification of a security concern.





The contractor shall prohibit migrants from having contact with the secure perimeter fence.

7.10 Controlled Items

The contractor shall ensure that controlled tools, equipment, and hazardous materials be classified by security risk and those most likely to be used in an escape or as a weapon be issued to migrants only under direct staff supervision. All controlled items accessible to migrants shall be accounted for at the beginning and end of each work period.

7.11 Migrant Transportation

The contractor is responsible for all required movement/transportation of migrants to locations on GTMO. Examples of circumstances requiring migrant movement/transportation include, but are not limited to: outside medical care; employment; program participation; reception; release; interviews. The contractor's transportation policy and procedures shall promote staff and migrant security and safety.

7.12 Reporting to and Investigating Incidents

The Government may investigate any incident pertaining to performance of this contract. The contractor shall cooperate with the Government on all such investigations.

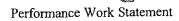
The contractor shall immediately report all serious incidents to the COTR. A written report shall be prepared by the program manager and submitted to the COTR and the CO within 8 hours of the incident.

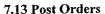
The report shall include the date, time, and location of incident; the name of persons notified; if law enforcement was notified; type of incident; identification of those involved and witnesses; descriptions of staff/ migrant injuries; medical treatment provided; detailed description of incident; contractor response to incident; and any additional information requested by the COTR and CO.

Serious incidents include, but are not limited to the following: disturbance; staff use-of-force; assault on staff/ migrants; escape; attempted escape; suicide attempt; change in migrant medical condition; death; adverse incidents that may attract unusual interest or publicity; adverse weather; threats; accidents resulting in injuries, death or property damage; emergencies or other unusual events affecting a migrant; significant breach of MOC rules; intelligence regarding MOC safety and security; allegations of staff misconduct.

As directed by BICE, the contractor shall cooperate with Government officials in the event of an emergency.

The contractor shall report all criminal activity related to the performance of this contract to the COTR.





The Contractor shall prepare comprehensive post orders for each staffed post. Post orders shall be centrally located and available to all staff. All staff members shall certify in writing that they fully understand and agree to comply with all post orders. Staff certifications shall be retained by the contractor and made available to the COTR upon request.

7.14 Observation of Migrant Behavior

The contractor shall be observant of migrants in an effort to identify unusual behavior or signs of depression. The contractor shall provide more i equent observation of migrants if such circumstances occur. The contractor shall notify the COTR immediately if a migrant's behavior causes concern. Migrants identified by USNB medical professionals as suicidal shall be placed under constant supervision.

8. SAFETY AND EMERGENCY PROCEDURES

8.1 Develop and Implement Emergency Plans

The contractor shall develop and prepare to implement emergency plans in coordination with BICE and USNB on a regular basis. The contractor shall ensure staff understand and are fully prepared to implement MOC emergency procedures.

9. DISCIPLINE

Essential to population control is the establishment and enforcement of MOC rules and grievance procedures.

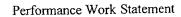
9.1 MOC Rules and Discipline

The contractor, in consultation with BICE, BCIS, DOS and DOD, shall establish MOC rules and disciplinary procedures to promote good order and behavior. MOC rules shall be clear and enforceable. Rules shall be posted visibly in clear, simple and correctly translated languages, distributed and explained during reception procedures, reiterated, discussed, and amended as required through various means such as policy letters, fliers, and migrant meetings.

The contractor shall ensure that the standards for rules and discipline are formulated with consideration for the range of ages and maturity found in the migrant population and are culturally sensitive.

The contractor shall have written rules, which specify acts prohibited within the program and penalties that may be imposed for various degrees of violation.

A written disciplinary report shall be prepared when migrants are charged with violation of MOC rules. The report shall include: the specific rule violated; the facts surrounding the incident; names of migrants involved in the incident; the names of witnesses, if any;



the disposition of any evidence involved; any immediate action taken; the date and time of the offense; and the signature of the reporting staff member.

The Contractor shall not put migrants in a position to supervise, control or exercise any authority or appearance of authority over other migrants.

9.2 Conflict Resolution

Policy and procedures established by the Contractor shall ensure an open channel of communication between staff and migrants. The policy and procedures shall identify migrant points of contact for problem identification and detail the Contractor's internal system of resolution or referral to mediating officials.

9.2.1 Grievance Procedures

The Contractor shall implement a procedure for the expression and resolution of migrant grievances. The contractor shall facilitate the grievance procedure through communicating the procedure to migrants verbally and in writing, resolving complaints informally when possible, forwarding written complaints to the COTR and responding to complaints pertaining to contractor performance.

9.2.2 Informal Resolution of Grievances

Informal resolution of conflicts between migrants and staff members is strongly encouraged. If an informal grievance from a migrant is made orally to a staff member, he or she shall attempt a resolution. If the staff member is unable to resolve the complaint, the migrant shall be referred to the formal grievance process

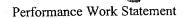
9.2.3 Formal Grievances

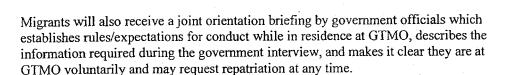
A formal grievance is a written request for complaint or conflict resolution that is submitted to the COTR by a migrant. If a formal grievance pertains to contractor performance, it shall be forwarded to the Program Manager who shall provide a written response to the COTR within 3 business days.

10. RECEPTION AND PROCESSING

Migrants may arrive at GTMO from a United States military vessel, aboard a raft or private vessel that makes landfall on GTMO, or directly from Cuba by circumventing the base perimeter.

Upon arrival at the USNB, migrants will be delivered initially by military personnel to a secure location on GTMO where they will undergo security screening to determine potential threat to either the safety or security of USNB. Migrants will be interviewed by government personnel and given a symptomatic medical examination to determine potential health risk prior to being designated to the MOC population.





10.1 Transportation of Migrants

At the conclusion of government processing, migrants will be designated to the MOC. Upon request by BICE, the contractor shall transport newly arriving migrants to the MOC. Because migrants are frequently fearful, care must be taken to promote their movement and transfer in a positive manner. The contractor shall clearly communicate to each migrant why and to where they are being moved.

10.2 Migrant Personal Property

Immediately upon arrival at the MOC, the contractor shall conduct a search of the migrant and their belongings. With appropriate consideration for MOC safety and security, migrants should be permitted to retain possession of personal belongings. The contractor shall prepare an inventory of all personal property belonging to the migrant. The contractor shall issue a receipt for all cash and other property taken from the migrant upon admission and ensure both the staff member responsible for the inventory and the migrant signs the property receipt. A copy of the inventory shall be provided to the migrant and a copy shall be retained by the contractor in the migrant's file. All contraband items shall be confiscated. The inventory record shall be amended to record any additional property the migrant obtains during their stay at the MOC.

10.3 Distribution of Personal Items

Migrants often arrive with little or no personal items to take care of their individual daily needs. The contractor shall make available to each migrant the following items immediately upon facility arrival: soap, wash cloth, towel, sheets, pillow, pillow case, plastic wash bucket, toothbrush/toothpaste, comb/brush, appropriate hygiene products, gender appropriate underwear and clothing. The standard issue of clothing is 2 size appropriate t-shirts and 2 size appropriate pair of cotton short pants; 2 pair of underwear; and one pair of shoes. Children under 6 years of age shall be provided with similar age-appropriate articles.

At a minimum, underwear shall be exchanged daily, clothing shall be exchanged on a 72 hour rotation, bedding and linens shall be exchanged weekly. More frequent exchanges shall be provided as needed to ensure sanitation and appropriate hygiene.

Laundry services shall be provided by the USNB, with collection and return of clothing conducted by the contractor.



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10.4 Designation of Quarters

The contractor shall designate migrants to quarters appropriate to their BCIS designation and in accordance with sound population management practices (e.g., family relationships, sex, age, etc.). To the extent possible, family members should not be housed separately from each other.

10.5 Migrant Orientation

The contractor shall provide each migrant with a verbal and written orientation of MOC rules, policies, and procedures within 12 hours of arrival at the MOC.

10.6 Migrant Identification

The contractor shall develop and implement policy and procedure to provide migrants with an identification card within 24 hours of arrival at the MOC. At a minimum, identification credentials shall contain the following: head and shoulder picture; printed personal description (e.g., name; sex; height; weight; hair and eye color; nationality); date of issuance; printed full name; protection/undetermined status; identifying logo. Migrants shall be required to possess the identification card on their person at all times.

11. HEALTH CARE

11.1 Notification of Medical Issues

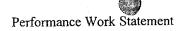
The contractor shall notify the COTR and follow established procedures to notify designated USNB medical personnel regarding issues of medical concern or medical emergencies.

12. MIGRANT WORK

12.1 Migrant Work Opportunities

The contractor shall develop policies and procedures in coordination with the COTR to provide migrants with work opportunities appropriate for their classification. The migrant work plan shall include facility sanitation and minor maintenance responsibilities. The migrant work plan shall recognize that migrants in protect status may be employed by civilian organizations on USNB.

Migrants shall not be used to perform the responsibilities or duties of an employee of the contractor. Migrants shall not be assigned work considered hazardous or dangerous.





13. FOOD SERVICE

13.1 Delivery of Food Service

The contractor shall arrange for the delivery of food prepared by the USNB and shall make distribution to the migrant population as required. Routinely, migrants classified as protect status will be permitted to utilize designated USNB food service facilities.

The contractor will collect food service materials delivered to the MOC and will prepare for their return to USNB as required.

The contractor shall not use withholding of food as a means of discipline or punishment. In the event of a hunger strike the Contractor shall immediately notify the COTR.

There shall be group dining, except where security or safety considerations justify other procedures.

14. RECREATION AND ACTIVITIES

14.1 Supervision of Recreation Activity

The contractor shall ensure sufficient staff are assigned to supervise all migrants recreation activities provided by the MOC.

Migrants classified as protect status will be permitted to make use of recreational facilities and other programs sponsored by USNB.

15. MAIL AND TELEPHONE COMMUNICATION

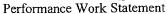
15.1 Delivery of Mail

The contractor shall ensure that all mail, letters, packages, baggage, or any other items delivered to the facility and addressed to a migrant are promptly and properly delivered.

15.2 Inspection of Mail

If there is reason to believe that contraband is included in a migrant's mail, the COTR shall be notified. With the COTR's concurrence, the migrant shall be required to open the package in the presence of a staff member. The staff member may conduct a visual inspection. Contraband shall be removed from any incoming mail or baggage.







Contractor staff shall not read mail or impede the migrant's access to any form of personal mail unless there is reason to believe the well being of the migrant or the program are threatened. All legal and official correspondence addressed to a migrant shall be forwarded to the COTR for final delivery.

15.3 Phone Calls

Phone calls are allowed on regular supervised basis as approved by the COTR. The MOC shall have a designated location for migrant phone calls. The contractor shall monitor use of the phone if requested by the COTR.

END

PART I - THE SCHEDULE SECTION D - PACKAGING AND MARKING

- 1. Deliverables referenced in Section J shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay. A packing list will accompany each shipment.
- 2. At a minimum each shipping container shall be plainly and indelibly marked to show the following:
 - a. Consignee;
 - b. Contract number;
 - c. Order number (if any);
 - d. A brief description of the items;
 - e. Quantity;
 - f. Contractor's name; and,
 - g. Any other markings that may be given to the Contractor prior to delivery.
- 3. All associated costs for packaging, marking, and shipping shall be included in the contract price.

SECTION E INSPECTION AND ACCEPTANCE

1. 52.252-2

Clauses Incorporated by Reference.

FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov.

2. 52.246-4

Inspection of Services - Fixed-Price

AUG 1996

3. INSPECTION AND ACCEPTANCE:

- a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the COTR or his designated representative, in accordance with the Inspection Clause and any other provisions specified in this contract. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the contract specifications. Supplies or services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.
- b. The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.



1. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov.

52.242-15 Stop Work Order

AUG 1989

52.242-17 Government Delay of Work

APR 1984

2. Submittals

Any required submittal of policy manuals, written policy, instructions or procedures, unless otherwise specified, are due as soon as possible but no later than 30 days after award of the contract. Submittals shall be submitted to the DHS COTR with the required number of copies as noted in Section J. DHS approval will be required on all submittals prior to them becoming effective.

3. Period of Performance

The Government contemplates award of one firm fixed price contract for the required services described herein.

The base period will commence upon the Contracting Officer's issuance of a notice to proceed and continue for 6 months thereafter. There are two 3-month options under this contract. The first option period will commence upon expiration of the 6-month base period and continue for 3 months. The second option period will commence upon expiration of the first option period and continue for 3 months thereafter. The Contracting Officer has the unilateral right to exercise the options under the contract, provided it sends a notice of intent to do so to the Contractor 30 days prior to expiration of the current contract period. The total potential length of this contact [base period and 2 options] is 12 months.

4. Monetary Adjustments for Inadequate Performance

Each month, the Contractor's performance will be compared to contract standards and acceptable quality levels using the Performance Requirement Summary (PRS). Through the Inspection of Services clause, the Government can deduct from a Contractor's payment an amount equal to the services not provided. If performance of a required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the maximum payment percentage stated in column six of the PRS may be deducted from the monthly invoice. The value of a specific required service is found on the PRS sixth column; this percentage is applied to the contract's monthly price for the contract line item number CLIN associated with that specific service.

In the example below the maximum payment percent for meeting the PR is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of payment. If completed work was unsatisfactory during the month (that is, it exceeded the Maximum Error Rate (MER), and the percent of the sample found satisfactory was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

Example of unsatisfactory performance sampling deduction:

If: Quality of completed work is unsatisfactory (exceeded MER of 5 percent)

and: Contract price is \$100,000 for this month

and: The maximum payment percent for the required service to total contract price is 10 percent

and: Sample size is 50

and: Number of defects in the sample is 10

Then: Payment for quality completed work is:

Contract price \$100,000

X Payment percentage .10
\$10,000

X Percent of sample good
Payment for this service \$ 8,000

The taking of deductions shall not be deemed to waive or limit any right of the Government under any Default and Termination Clauses, or the Inspection of Services clause. Depending on the Contractor's overall performance for example, repeated instances of nonperformance or unsatisfactory performance), the government may issue a Cure Notice or a Show Cause letter or terminate the contract.

5. Evaluation of Performance for Contractor Performance Reports

Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days

from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.



1. Contract Administration

This contract will be administered by:

Department of Homeland Security Administrative Contracting Officer 70 Kimball Avenue South Burlington, VT 05402

Contracting Officer's Tachnical Dangerentative

Written communications shall make reference to the contract number and shall be mailed to the above address.

4.	Contracting Officer's rectin	· ·	0711C 2002.201 70	744 14 70
	a	are hereby a	ppointed to act as Contr	racting Officer's
	Technical Representative	(COTR) under this con	tract.	

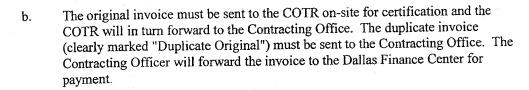
- b. The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment
- c. The COTR does not have the authority to alter the Contractor's obligations under the Contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue changes.

3. Invoice Requirements:

- a. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - (1) Name of the business concern.
 - (2) Invoice date.
 - (3) Contract number.
 - (4) Description, price, and quantity of services actually rendered.
 - (5) Payment terms.
 - (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (7) Other substantiating documentation or information as required by the contract.

APR 98

JAR 2852 201-70



4. Method of Payment

Payments will be processed in accordance with Clause 52.232-34, Payment by Electronic Funds Transfer - Other than Contract Registration in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

5. Modifications, Change Orders, Deviations

The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon DHS. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

6. Final Payment

ASSIGNMENT: As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract shall be completed.

7. Privacy Act Notice: Mandatory Disclosures, Authority, Purposes, and Uses:

Disclosure of your taxpayer identification number is mandatory for Federal income tax purposes under the authority of 26 USC, sections 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). In accordance with the provision at FAR 52.204-3 (b), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

SECTION H SPECIAL CONTRACT REQUIREMENTS

1. Contract Type

This is a firm fixed price contract except that line item 0003 shall be on a Time and Materials basis.

2. Employment of Illegal Aliens

Subject to existing laws, regulations and other provisions of this contract the Contractor shall not employ illegal or undocumented aliens to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

3. Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

4. Options:

Option Periods

- (1) This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor within the period specified in the schedule; provided, that the Contracting Officer shall give preliminary written notice of the Government's intention to renew at least 30 calendar days before this contract is to expire. Such a preliminary notice will not be deemed to commit the Government to renewals.
- (2) If the Government exercises this option for renewal the contract as renewed shall be deemed to include this option provision. However, the total duration of this Contract, including the exercise of any options under this clause, shall not exceed 1 year.

5. Pricing of Modifications

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and the Contracting Officer, In addition, if the proposal includes a time extension, a justification therefor will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

6. Approval of Contract

As discussed in clause 52.204-1 in Section I, this contract is subject to the written approval of an agency official above the level of the Contracting Officer. That official is the Bureau Procurement Chief in the Bureau of Immigration and Customs Enforcement (BICE) Department of Homeland Security (DHS), Washington, DC.

7. Contractor's Insurance/Bond Requirements

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor himself or by any sub Contractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required. Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

8. Hold Harmless and Indemnification Agreement

The contractor shall protect, defend, indemnify, save and hold harmless the United States Government, BICE and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or any one for whom the contractor may be responsible. The contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government, BICE and its employees or agents. The contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The COR shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

9. Damage to Government Property from Causes Other Than Contractor's Negligence

Nothing in the above paragraphs shall be considered to preclude the Government from receiving benefits of any insurance the Contractor may carry which precides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or

damage to Government property. Upon request of the Contracting Officer, the Contractor shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation including assistance in the prosecution of suit and the exhaustion of instruments of assignment in favor of the Government in obtaining recovery.

10. Responsibility for Government property:

The Contractor assumes full responsibility for and shall indemnify the Government against all losses and/or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care for storage, repairs, or service to be performed under the terms of this contract when resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractors.

If due to the fault, negligent acts (whether by commission or omission) or dishonesty of the Contractor, any subcontractor, or their employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage. The Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

11. Accident Report Procedures

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the Contracting Officer in letterform that will include the following:

- a. Time and date of the event
- b. The place of occurrence
- c. A list of personnel directly involved
- d. A narrative description of the accident that includes a chronological order of the event and circumstances

The Contracting Officer may request the Contractor to remove any of his/her agents or employees whose conduct, in the opinion of the Contracting Officer, interferes with proper discipline in the area where services are performed. The Contractor shall comply with all such requests. Failure to do so may be cause for action under the clause in Section I entitled "Default".

12. Permits and Code Compliance

The Contractor and any sub-Contractor(s) shall fully comply with all local, city, county, and state code requirements applicable to the work contained within this contract. The Contractor shall, at his own expense, obtain any necessary permit;) or license(s). Full responsibility for code compliance and obtaining necessary permits/license rests with the Contractor. The Government will not assume liability for failure thereof.

13. System of Records

The system of records referred to in the provisions of FAR Clauses 52.224-1, Privacy Act Notification, and 52.224-2, Privacy Act, are the medical files and records that are required to be kept for each detainee, the intake and booking information for each detainee, the custody records for each detainee, and the daily manifests that are kept of the detainees in the facility.

14. Bargaining Agreement

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing on this contract.

15. Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, or whose employment under this contract is inconsistent with the interest of <u>DHS</u> security.

16. Time and Materials

This Special Contract Requirement applies to CLIN 0003. CLIN 0003 is priced on a Time and Materials basis.

From time to time, additional Contractor Custody Officer staffing may be required to handle migrant populations above the basic staffing level of 100 migrants. Upon Contractor request for additional surge staff and pursuant to negotiations, the Contracting Officer may order, on a time and materials basis, additional custody officer days to address the need. Any such orders will be in the form of a bi-lateral modification to the contract specifically referencing this Special Contract Requirement. In the event a surge of migrant population occurs that realistically requires additional staffing above and beyond the base level staffing plan, the Contractor may request additional Custody Officer staffing via an abbreviated proposal.

The proposal shall describe the need, how many additional Custody Officer Days are required, and the expected duration of the requirement. The proposal shall also clearly show the number of Custody Officer days by labor category. In addition, the proposal shall show the estimated amount for travel and housing expense. Labor Days are 12-hour days and shall be priced in accordance with the labor day rate(s) reflected in Section B. Travel and housing expense shall be billed as materials and shall be billed at cost. Travel and housing costs are the only authorized materials costs to be billed under this CLIN.

One or several modifications pursuant to this Special Contract Requirement may be issued, provided the total number of Custody Officer Days and the total Not to Exceed (NTE) amount reflected in Section B is not exceeded.

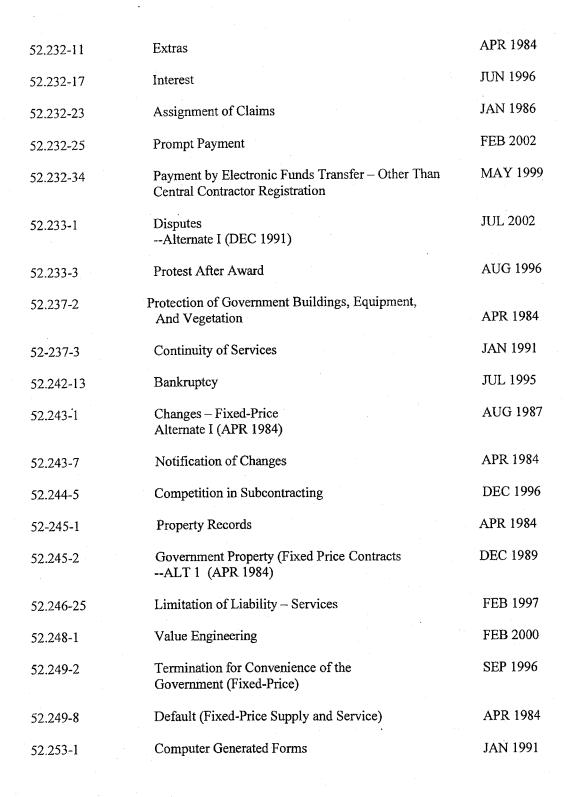


52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov.

52.202-1	Definitions	Dec 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Sub-Contractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontractin With Contractors Debarred, Suspended, or Proposed For Debarment	g JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Sub-Contractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
	- a	

52.215-18	Revision or Adjustment of Plans for Post-retirement Benefits Other (PRB) Than Pension	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Deviation)	DEC 2001
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Procurements	JUL 2000
52.229-6	Taxes-Foreign Fixed Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.223-9	Limitation on Withholding of Payments	APR 1984
	* ^	



52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Bureau Procurement Chief and shall not be binding until so approved.

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The opt in provision of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c)
- (c) Designated Office:

Name:

Department of Homeland Security Dallas Finance Center Mailing Address: P.O. Box 560947 Dallas, TX 75356-0947

Telephone Number: 214 915-6008 214 915-6291 Fax

Person to Contact: Alberta Lane

Electronic Address: N/A

52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 2003)

(a) Definitions. As used in this clause -

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definition.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and
 - (3), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8, in the lower tier subcontracts that offer subcontracting opportunities
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Vietnam Era Veterans (DEC 2001)(38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).
 - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause including this paragraph (d), in subcontracts awarded under this contract.

PART III

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	<u>DESCRIPTION</u>	NO. OF PAGES
1 .	Contract Data Requirements List (Deliverables of Written Documentation)	2
2	Performance Requirements Summary (PRS)	1





Deliverables Schedule

#	Description	Number	Time of Delivery	Reference	Comments
		of copies			
1	Plans, policies and procedures	3	Prior to issuance of the	1.1	
	appropriate for performance of		notice to proceed		
2	the contract Quality Control Plan	3	30 days after award	1.4	
3	Notification of litigation	3	5 working days after the	1.9	
,	including copies of any		filing		
	pleadings filed				
4	Request received for migrant or	3	Immediately	1.11	
-	employee interviews or visits				
5	Standards of conduct and	3	Immediately	2.1	
	corresponding disciplinary				
	actions				
6	Security forms for all	3	At least 30 days prior to	2.2.2	
	prospective employees		the start of the contract		
	D 6 : D 4 6 11		or EOD of the employee	2,2.2	
7	Drug Screening Results for all	3	Within 21 days of after submission of the	2.2.2	
	prospective employees		applicant's personnel		
			suitability packet.	1	
8	Notification of all employee	3	Within 5 days of	2.2.3	
"	resignations, terminations and	_	occurrence	-	
	transfers				
9	Reporting of adverse	3	Immediately	2.2.3	
	information concerning contract			-	
	employees				
10	Request for conditional	3	Within 15 days of	2.4	
	employment approval of the		contract award	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	program manager	3	District in law to the	2.5	
11	Requests to reduce staffing levels or staff utilization	3	Prior to implementation	2.3	
12	Request for mandatory program	3	Within 30 days after	3.1	
12	familiarization training		contract award	. 5.1	*
13	Requests to waive in-service	3	Prior to EOD	3.2	
**	training requirements				
14	Migrant files	1	Upon contract	5.2	
			completion	. :	
15	Report of physical damage or	3	Within 24 hours of	6.1	
	maintenance concerns		identification		
16	Reporting of the use of physical	3	Verbal immediately,	7.1.1	
	force incidents		written within 8 hours of		
15	D die 6th		the incident	72	
17	Reporting of the use of restraints	3	Verbal within 30 minutes, written within 8	7.2	
		1	hours of the application		
1		1	of restraints		
18	Proposed inventory of security/	3	Within 7 days of contract	7.3	
10	enforcement equipment intended		award		
]	for use				
19	Frequency of all	3	Prior to issuance of the	7.3	





Attachment 1 Page 2 of 2

	communications equipment		notice to proceed		·
20	Notification of any detainee strip searches	3	Immediate	7.5	,
21	Reporting of security concerns involving the facility perimeter	3	Verbal immediately, written within 3 hours of identification of the concern	7.9	
22	Reporting of serious incidents and or criminal activity	3	Verbal immediately, written within 8 hours of the incident	7.12	
23	Reporting concerns of migrants behavior	3	Immediately	7.14	
24	Forwarding written complaints of grievance and responding to grievances	3	Immediately	9.2.1	
.25	Report of hunger strike	3	Immediately	13.1	
26	Notification of suspicion of contraband in migrant's mail	3	Immediately	15.1	

ORDER FOR SUPPLIES OR SERVICES	OF PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.	3
1. DATE OF ORDER 2. CONTRACT NO. (if any) 6. SHIP TO:	
09/17/2004 ACL-4-C-0001 a. NAME OF CONSIGNEE 3. ORDER NO. 4. REQUISITION/REFERENCE NO.	
3. ORDER NO. ACL-5-D-0002 4. REQUISITION/REFERENCE NO. DRO-04-RQ0314	
5. ISSUING OFFICE (Address correspondence to) IMMIGRATION & CUSTOMS ENFORCMENT OFFICE OF PROCUREMENT, LAGUNA b. STREET ADDRESS	
24000 AVILA RD, ROOM 5020 P.O. BOX 30080, ATTN: JOHN WOLFSLAU	TATE e. ZIP CODE
LAGUNA NIGUEL CA 92607-0080 f. SHIP VIA	
7. TO:	
THE GEO GROUP INC.	
AMBER MARTIN Please furnish the following on the terms and cor both sides of this order and on the attached shee	nditions specified on
ONE PARK PLACE, SUITE 700 delivery as indicated.	•
b. DELIVERY - Except for billing instructions on delivery order is subject to instructions contained of this form and is issued subject to the terms and companies above-numbered contract.	on this side only of
10. REQUISITIONING OFFICE ERO-DRO	-
9. ACCOUNTING AND APPROPRIATION DATA	
11. BUSINESS CLASSIFICATION (Check app	propriate box(es)) R THAN SMALL
DISADVANTAGED WOM	EN-OWNED
CONTRACTOR TIN: 12. F.O.B. POINT DESTINATION 13. PLACE OF 14. GOVERNMENT BY NO 15. DELIVER TO E OR POINT 14. DISC	
13. PLACE OF 14. GOVERNMENT B/L NO. 15. DELIVER TO F.O.B POINT 16. DISC a. INSPECTION b. ACCEPTANCE ON OR BEFORE (Date)	COUNT TERMS
09/30/2005	(b)(2)
17. SCHEDULE (See reverse for Rejections)	
ITEM NO. (a) SUPPLIES OR SERVICES QUANTITY ORDERED (d) UNIT PRICE AMOU	
OPTION PERIOD ONE - Duration of Option Period is One year beginning	
October 1 2004-September 30 2005.	
1002 Estimated mandays in excess of DY	(b)(4)
guaranteed minimum days) (b)(4)	
18. SHIPPING POINT 19. GROSS SHIPPING WEIGHT 20. INVOICE NO.	
20. INVOICE NO.	17 <i>(</i> h)
SEE BILLING a. NAME 20. INVOICE NO.	TOT. (Cont.
21. MAIL INVOICE TO:	TOT. (Cont. pages) (b)(4)
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ORDER FOR SUPPLIES OR SERVICES Schedule - Continuation PAGE OF

В IMPORTANT: Mark all packages and papers with contract and/or order numbers. 1. DATE OF ORDER 2. CONTRACT NO. (if any) 3. ORDER NO. 09/17/2004 ACL-5-D-0002 17. SCHEDULE (See reverse for Rejections) QUANTITY ORDERED QUANTITY ACCEPTED ITEM NO SUPPLIES OR SERVICES UNIT UNIT PRICE AMOUNT (g) (d) (e) 1003 Transportation DH from facility to various locations as required (estimated) 1004 Detainee Volunteer Wages DΥ (b)(4)(Stipend) 1005 On-Call/Escort Services HR hours X Escorts X (b)(4)1006 OPTION - Expansion for additional DY adult males Unit Price manday. Not Funded at this time. In accordance with FAR 52.232-18 Availability of Funds (APR 1984), Fiscal Year 2005 funds are not presently available for performance of this contract. The Government's obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Based on past experience, it is anticipated that Fiscal Year 2005 funds will be appropriated. If additional funds are not provided, you will be notified prior to 30 September 2004. Otherwise, performance should be continued accordingly.

PAGES

			OR	DER F	OR SUF	PLIES OR SERV	/ICES				PAGE	OF PAGES	
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IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. 10/01/2005 ACB04C0001 HSCEOP-06-J-00180 ITEM NO. SUPPLIES/SERVICES TINU YTITNAUO AMOUNT QUANTITY ORDERED (C) PRICE (E) ACCEPTED (G) (A) (D) (F) OPTION PERIOD TWO Accounting Info: (b)(2)Period of Performance: 10/01/2005 to 09/30/2006 2002 Estimated mandays in excess of guaranteed DA days) (b)(4)minimum 2003 Transportation from facility to various DA locations as required (estimated) 2004 DA Detainee volunteer wages (b)(4)(Stipend) 2005 On-Call/Escort Services HR hours X escorts X (b)(4)2006 OPTION-Expansion for additional DA detainees. This Task Order Number HSCEOP-06-J-00180 is subject to all terms and conditions, including the statement of work, of Contract Number ACB04C0001. Total amount of award: \$3,149,316.00. The obligation for this award is shown in box 17(i).

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ORDER FOR SUPPLIES OR SERVICES PAGE OF PAGES SCHEDULE - CONTINUATION IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. 10/01/2006 ACB04C0001 HSCEOP-07-J-00215 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT CHANTITY PRICE (E) ACCEPTED (A) (G) 3002 Estimated mandays in excess of guaranteed DA minimum days) (b)(4)Accounting Info: \$1,635,200.00 (Subject to Availability of Funds) 3003 Transportation from facility to various DH locations as required (estimated) Accounting Info: \$81,300.00 (Subject to Availability of Funds) 3004 Detainee volunteer wages (Stipend) DA Accounting Info: (b)(4)\$5,000.00 (Subject to Availability of Funds) 3005 On-Call/Escort Services HR Accounting Info: \$425,736.00 (Subject to Availability of Funds) 3006 Option-Expansion-additional detainees DA Accounting Info: \$1,077,115.00 (Subject to (b)(4)Availability of Funds) 3007 Detention Services Detainees DA Accounting Info: \$3,650,000.00 (Subject to Availability of Funds) This order is subject to all terms, conditions and the statement of work of Contract# ACB04C0001. The total amount of award: \$6,874,351.00. The obligation for this award is shown in box 17(i).

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OPTIONAL FORM 347 (Rev 595)
Prescribed by GSAFAR (48 CFR) 53213(e)

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. 07/01/2005 MS00D0023 HSCEOP-05-F-00304 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT AMOUNT QUANTITY ORDERED (C) PRICE (E) ACCEPTED (G) (A) (F) contract and all subsequent modifications. CLIN 5001 applies. Incrementally funded date: 07/06/2005 through 09/30/2005. Requisition: DRO05003A \$9,225.74 Accounting Info: (b)(4)Period of Performance: 07/06/2005 to 01/05/2006 PRE TRIAL DETENTION SERVICES 5001 EA 9,225.74 (b)(4)Fully Funded Obligation Amount: \$29,236.50 Incrementally Funded Amount: \$9,225.74 Total amount of award: \$29,236.50. The obligation for this award is shown in box 17(i).

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PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. HSCEOP-07-F-00255 01/06/2007 ODT-6-C-0002 UNIT AMOUNT QUANTITY QUANTITY UNIT ITEM NO. SUPPLIES/SERVICES ACCEPTED ORDERED (C) (E) **(**F) (G) Detention Facility, San Diego, CA in accordance with the terms and conditions of the basic contract. Period of Performance: 01/06/2007 to 01/05/2008 17,325.00 ĒΑ 0001 DETENTION SERVICES (b)(4)(Not to exceed beds per day) CONTRACTOR SUBMISSION REQUIREMENT: THE CONTRACTOR MUST SEND INVOICES TO THE ADDRESS LISTED IN BLOCK #21 OF THIS ORDER. THE GOVERNMENT DOES NOT PAY FOR SERVICES/SUPPLIES IN ADVANCE. CONTRACTOR SHALL INVOICE IN ARREARS. PAYMENT INQUIRIES, CONTACT THE DALLAS FINANCE CENTER AT: (214) 915-(b)(2)The total amount of award: \$17,325.00. The obligation for this award is shown in box 17(i).

NSN 7540-01-152-8082

	ORI	DER FOR SU	PPLIES OR SERVI	CES			PAGE	OF PAGES		
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OPTIONAL FORM 347 (Rev. 3/2005) Prescribed by GSA/FAR 48 CFR 53.213(e)

PAGE OF PAGES ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION** IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. HSCEOP-06-J-00198 04/24/2006 ACL2C0004 **AMOUNT** QUANTITY ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT ORDERED (C) PRICE (E) ACCEPTED (G) (D) (F) (A) (B) Second Option Period April 24, 2006 through April 23, 2007 This Task Order incorporates the Statement of Work and all terms and conditions of the contract. 2001A DETENTION SERVICES DA detainees) for unit of measure (manday = DA) (b)(4)Fully Funded Obligation Amount: Incrementally Funded Amount: Accounting Info: Funded: (b)(2), (b)(4)Accounting Info: Funded: DETENTION SERVICES 2001B DA detainees) DETENTION SERVICES DA 2001C (b)(4)detainees) (b)(4)DA 2002A GUARD SERVICES Fully Funded Obligation Amount: Incrementally Funded Amount: Accounting Info: Funded: (b)(2), (b)(4)Accounting Info: Funded: 2002B TRANSPORTATION DH 0.405 (b)(4)Fully Funded Obligation Amount: Continued ...

PAGE OF PAGES ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION** IMPORTANT: Mark all packages and papers with contract and/or order numbers. ORDER NO. DATE OF ORDER CONTRACT NO. HSCEOP-06-J-00198 04/24/2006 ACL2C0004 QUANTITY UNIT ORDERED (C) (D) UNIT AMOUNT QUANTITY ITEM NO. SUPPLIES/SERVICES ACCEPTED (G) PRICE (F) (A) (b)(4) Incrementally Funded Amount: Accounting Info: Funded: (b)(2), (b)(4)Accounting Info: Funded: Total amount of award: \$23,895,726.75. The obligation for this award is shown in box 17(i).

NSN 7540-01-152-8082

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PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. 04/11/2007 ACL2C0004 HSCEOP-07-J-00452 SUPPLIES/SERVICES QUANTITY UNIT AMOUNT QUANTITY ITEM NO. UNIT ACCEPTED ORDERED PRICE (D) (F) (A) (C) (G) REQ: FOW070019A REQ: FOW070019B Third Option Period April 24, 2007 through April 23, 2008 This Task Order incorporates the Statement of Work and all terms and conditions of the contract. (b)(4)3001A DETENTION SERVICES Requisition No: FOW070019A -Accounting Info: (b)(2), (b)(4)Funded: (b)(4)3001B DETENTION SERVICES BEDS Reguisition No: FOW070019A -Requisition No: FOW070019B -Accounting Info: (b)(2), (b)(4)Funded: 3001C DETENTION SERVICES BEDS ΕA (b)(4)Requisition No: FOW070019A -Requisition No: FOW070019B -Accounting Info: Funded (b)(2), (b)(4)Accounting Info: Funded: 3001D DETENTION SERVICES BEDS EA (b)(4)Requisition No: FOW070019A -Accounting Info: (b)(2)Continued ... TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

PAGE OF PAGES ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. HSCEOP-07-J-00452 ACL2C0004 04/11/2007 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT AMOUNT QUANTITY ORDERED (C) PRICE (E) ACCEPTED (G) (D) (F) **(A)** Funded: (b)(4)BEDS 3001E DETENTION SERVICES EA Requisition No: FOW070019A Accounting Info: (b)(2), (b)(4)Funded: (b)(4)HR 3002A OFF-SITE GUARD SERVICES Requisition No: FOW070019A -Accounting Info: (b)(2), (b)(4)Funded: 0.405 (b)(4)TRANSPORTATION @ \$0.405 PER MILE MΙ 3002B Requisition No. FOW070019A -Accounting Info: (b)(2), (b)(4)Funded: The total amount of award: \$13,179,681.75. The obligation for this award is shown in box 17(i). TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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IMPORTANT:	Mark all	packages and papers w	th contract	and/or	order numbers.						1		2
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PAGE OF PAGES 2

IMPORTANT: Mark all packages and papers with contract and/or order numbers DATE OF ORDER CONTRACT NO. ORDER NO. ACD-3-C-0008 FDN5D0038 08/10/2007 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT **AMOUNT** QUANTITY ACCEPTED (G) ORDERED PRICE (D) (F) (A) (C) (E) THE OBLIGATIONS DEPT TO PROCESS THE DEOBLIGATION OF THE REMAINING FUNDS IN FFMS UNDER THIS NUMBER. Accounting Info: (b)(2), (b)(4) 0001 de-obligate remaining funds under FDN5D0038. 1 LO (b)(4)The total amount of award: (b)(4)obligation for this award is shown in box 17(i).

-			ORD	ER FOR SU	PPLIES OR SERV	/ICES		<u> </u>			PAGE	OF PAGE	ES	
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BY (Sign	nature)							Anthony We TITLE: CONTRACTIN		FICI	≣R			

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO. 11/19/2004 ACD-03-C-0008 HSCEOP-05-J-00009 ITEM NO. SUPPLIES/SERVICES QUANTITYUNIT UNIT AMOUNT QUANTITY PRICE (E) ORDERED ACCEPTED (D) (A) (F) (C) (G) ADULTS FOR THE PERIOD OF October 1, 2004 THOURGH MARCH 31, 2005 OF OPTION TWO. CLIN 1: FIXED COSTS AND CLIN 2: GUARANTEED $^{/MO)}$ · (b)(4) MINIMUM PER Accounting Info: (b)(2)Period of Performance: 10/01/2004 to 03/31/2005 0001 0001:FIXED COSTS include that part of the above costs associated with the detention of adult detainees. (b)(4)0002 0002: GUARANTEED MINIMUM Mandays EΑ adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should not include costs already captured in CLIN 0001 above.) 0003 0003: Estimated VARIABLE costs for the EΑ detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above. (b)(4)0004 0004: Estimated Adult Detainee Volunteer EΑ Wages 0005 0005 Estimated On-Calls Posts F.A (b)(4)0006 0006: Estimated Common - Fare Menu EΑ Continued ...

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

11/19/2004 ACD-03-C-0008

ORDER NO. HSCEOP-05-J-00009

ITEM NO.	SUPPLIES/SERVICES	QUANTITY			AMOUNT	QUANTITY
		ORDERED		PRICE		ACCEPTED
(A)	(B) SP.1 FOR COMMUNICATION OF THIS ORDER.	(C)	(D)	(E)	(F)	(G)
	All Communications and Invoices must reference the order number shown in Block #3 on page 1. Payment inquiries are to be Directed to Dallas Finance Center at (214) 915 6030. Direct other inquiries to Anthony D. Webb at the issuing office at (214) 905 press 1 and than 3, or you can also send me an E-Mail to: Anthony.webb@dhs.gov	(b)(2)				
	NOTE: The Contractor should not accept any instruction which would result in a change to the supplies/service ordered herein for an Entity or Individual other than a Contracting Officer at the issuing office.					
	Payment will be made based on receipt of a proper invoice and satisfactory contractor performance. The elements of a proper invoice are described at Federal Acquisition Regulation 32.905. In addition to these items, the invoice must include: (1) the award document number (it is the identifier that begins with "HSHQP"), (2) the requisition/purchase request number (generally the number in block 4) and (3) the name of the contracting officer's technical representative or other receiving official.					
	Total amount of award: \$893,347.64. The obligation for this award is shown in box 17(i).					·

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wasniing	con bc	20000		_		Wash	ingt	ton		DC	20536	
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THE GEC	GROUP	INC						8.	TYPE OF ORDER			
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ſ— d. WO	MEN-OWNER	.	e. HUBZone		f. EMERGING SM/	ALL		ISABLED ETERAN-	Describe.			
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TEM NO.			SUPPLIES OR SE	RVICES		ORDERED	UNIT	PRICE	l l	DUNT		EPTED
(a)			(b)			(c)	(d)	(e)		1)		(9)
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	18. SHIPPI	NG POINT			19. GROSS SHIPPING	WEIGHT		20. INVOICE NO.	1			17(h)
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					21. MAIL INVOICE TO:	·						
	a. NAME		Dallas	Financ	e Center				\$9,48	14,290.00		7
SEE BILLING STRUCTIONS	b. STREET	ADDRESS	P.O. Bo	x 5615	67							
N REVERSE	(or P.O. Bo				Sheffield							17(i)
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PAGE OF PAGES
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	F: Mark all packages and papers with contract and/or order numbers. CONTRACTEDS:				RDER NO.	
10/01/2	006 HSCEOP-06-D-00010			- 1	SCEOP-07-J-00271	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(A)	(B)	(C)	(D)	(E)	(F)	(G)
	1. To establish the initial Task Order against Contract No. HSCEOP-06-D-00010 for Detention Services being provided in support of the Denver, CO Detention and Removal Office.					
	2. To fully fund the Bed Day Minimum Guarantee for the Base Term.					
	Period of Performance: 10/01/2006 to 05/31/2007			·	,	
0001	BED DAY MINIMUM GUARANTEE FOR THE BASE TERM OF 10/01/06 THROUGH 05/31/07. THE MINIMUM GUARANTEE INCLUDES HEALTH CARE AND IS BASED		EA		9,484,290.00	(b)(4)
	ON DAYS USING BEDS/DAY FOR A TOTAL OF BED DAYS. (b)(4)			. `		
•	(0)(4)					•
•	FOR INQUIRIES:					
	Program POC: John E. Jameson (COTR), 303-361- (b)(2)					
	Procurement POC: Deborah Locke, 202-353- (b)(2)					
	INVOICE INSTRUCTIONS:					
	Please submit 1 original invoice to the Program Office POC at DHS/ICE, 4730 Paris Street, Denver, CO 80239 AND a duplicate copy to the Procurement POC at DHS/ICE, Office of Acquisition Management, 425 I Street, NW, Washington, DC 20536.					
ļ	The program office must verify that the goods and services were received/accepted prior to invoice processing by the Dallas Finance Center.					
.]	The total amount of award: \$9,484,290.00. The obligation for this award is shown in Continued					
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ORDER FOT SUPPLIES OR SERVICES

LE - CONTINUATION

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers ORDER NO. 10/01/2006 HSCEOP-06-D-00010 HSCEOP-07-J-00271 QUANTITY UNIT ORDERED (C) (D) QUANTITY ACCEPTED (G) UNIT PRICE (E) ITEM NO. SUPPLIES/SERVICES AMOUNT (A) (B) (F) box 17(i). TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))